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UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

M.H., a minor, individually through his Guardian Case No. C 11-2868 JST
Ad Litem, Michelle Henshaw, et al.

Plaintiffs,

**REQUEST FOR CORRECTION TO
ORDER APPROVING MINOR'S
COMPROMISE**

vs.

COUNTY OF ALAMEDA, et al.

Defendants.

WHEREAS, the Court previously approved the minor's compromise in this action on October 4, 2013 (document no. 109);

WHEREAS, the funding company for the structured settlement annuity to be purchased on behalf Minor Plaintiff M.H., Berkshire Hathaway, has noted three discrepancies between the annuity quote for Minor Plaintiff M.H., and the Court's Order approving the minors compromise. The discrepancies are included in the Clarification to Order Approving Minor's Compromise attached hereto as Exhibit A, with the structured settlement annuity quote attached as Exhibit B (redacted per document no. 109) and include:

1. Though the Court Order reflects that minor plaintiff's net settlement was in the amount of \$745,725.27, the amount used to purchase the structured settlement annuity according to the annuity documents was \$745,725.00 (a difference of 27 cents);

2. The Court's Order reflects that the settlement provides for monthly payments of \$333.33 until minor plaintiff reaches the age of 21. However, the annuity documents provided for the Court's approval provided the last payment would occur on July 1, 2021, shortly before Minor Plaintiff's 18th birthday.
3. The Court's order reflects that after payments of \$333.33 per months cease, such payments will be followed by monthly payments of \$2,605.00 for the next 25 years. However, the annuity documents provided to the Court provided that \$2,605.00 per month will be paid to minor plaintiff M.H. for life, guaranteed for 25 years, with first guaranteed payment commencing on July 1, 2024 and the last guaranteed payment commencing on June 1, 20149.

WHEREAS, Counsel has conferred, and agree that the foregoing proper annuity terms were placed before the Court (see exhibit A hereto, Clarification to Order Approving Minors Compromise, signed by defendants' counsel and plaintiff's counsel), and that the discrepancies described herein have no impact on the settlement. The annuity payment terms as submitted to the Court, and attached hereto as Exhibit B, govern the annuity payment schedule to the extent the Court's payment terms differ from the annuity schedule attached as Exhibit B.

WHEREAS, Berkshire Hathaway will not complete the funding of the annuities until the discrepancies described herein are corrected.

WHEREAS, Minor Plaintiff's Guardian Ad Litem has not responded to repeated attempts and efforts to resolve the aforementioned discrepancies.

Minor Plaintiff's counsel respectfully request that the court issue an Order correcting the Minors' Compromise (Document no. 109), to accurately reflect the annuity funding payment terms as described herein.

Respectfully submitted,

Dated: September 21, 2015

/s/Benjamin Nisenbaum

Ben Nisenbaum

Attorney for Plaintiff M.H.

ORDER

PURSUANT TO PLAINTIFF'S REQUEST, the Court hereby corrects its Order Approving Minor's Compromise in this action (document no. 109), such that the terms of the annuity funding payment, redacted Exhibit B to Plaintiff's instant request, are hereby adopted and govern the annuity payment schedule to the extent the payment terms in the Court's Order Approving Minor's Compromise (document no. 109 in this action) differ from Exhibit B.

IT IS SO ORDERED.

Dated:

HON. JON S. TIGAR
UNITED STATES DISTRICT COURT JUDGE